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NATIONAL CASH REGISTER CO. *v.* BURROW, et al.

March 10, 1910.

[67 S. E. 370.]

**1. Sales (§ 465*)—Conditional Sales—Contract—Sufficiency—Dock-
eting.**—Under Code 1904, § 2462, requiring registry of a conditional
sale contract from the original contract, and that the clerk must have
before him and put on the docket the date of the contract, the amount
due thereon, and where and how payable, a contract for the sale of
cash registers providing that a note for a stated part of the purchase
price payable in 10 monthly installments of certain amounts be ex-
ecuted by the purchasers on the arrival of the goods, and dated at
any time they wished, which did not show the date of the note, and
was docketed nearly a month before it was dated, was incapable of
being docketed under the statute.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 1353; Dec.
Dig. § 465.* 11 Va.-W. Va. Enc. Dig. 689, et seq.]

**2. Sales (§ 473*)—Conditional Sales—Bona Fide Purchasers—Reg-
istration of Contract.**—A recorded conditional sale contract to operate
as constructive notice to subsequent purchasers and incumbrancers
must afford them, not only a means of ascertaining with accuracy
what property is covered and where it is, but its language must be
such that, if they examine the instrument itself, they will obtain
thereby actual notice of all the rights intended to be created or con-
ferred by it.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 1384; Dec. Dig.
§ 473.* 10 Va.-W. Va. Enc. Dig. 19, et seq.]

Error to Circuit Court of City of Norfolk.

Action by the National Cash Register Company against Bur-
row and Martin, trustees. From a judgment for defendants,
plaintiff brings error. Affirmed.

Jeffries, Wolcott, Wolcott & Lankford, for plaintiff in error.
J. G. Martin, for defendants in error.

NATIONAL CASH REGISTER CO. *v.* NORFOLK CITY RE-
ALTY CO. et al.

March 10, 1910.

[67 S. E. 372.]

**Sales (§ 473*)—Conditional Sales—Bona Fide Purchasers—Regis-
tration of Contract—Sufficiency.**—The recording of conditional sale
contracts consisting merely of orders for cash registers of certain

*For other cases see same topic and section NUMBER in Dec. &
Am. Digs. 1907 to date, & Reporter Indexes.

types to be used in certain places, the price payable a certain amount in cash, and the remainder in monthly installments according to notes to be executed when the goods are delivered, which are signed by the vendor and vendee, was not such a compliance with Code 1904, § 2462, requiring registration of such contracts from the original contract which must contain everything required to be before the clerk and put on the docket, so as to operate as constructive notice to subsequent purchasers for value or incumbrancers, since they fail to suggest an inquiry which might be made as to what chattels were covered by the contracts, or to afford notice of all the rights which are intended to be created by them.

[Ed. Note.—For other cases, see Sales, Dec. Dig. § 473.* 11 Va.-W. Va. Enc. Dig. 689, et seq.; also 2 id. 804, et seq.; 10 id. 19.]

Appeal from Circuit Court of City of Norfolk.

Suit by the National Cash Register Company against the Norfolk City Realty Company and others. From a decree for defendants, plaintiff appeals. Affirmed.

Jeffries, Wolcott, Wolcott & Lankford, for appellant.

Jas. E. Heath, for appellees.

MOORE LUMBER CORPORATION et al. v. WALKER & WILLIAMSON.

March 10, 1910.

[67 S. E. 374.]

1. Appeal and Error (§ 1005*)—Findings—Conclusiveness—Conflicting Evidence.—The jury's finding upon conflicting evidence will not be disturbed on appeal; the verdict being approved by the trial court.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3948-3954; Dec. Dig. § 1005.* 1 Va.-W. Va. Enc. Dig. 621; also 14 id. 101, et seq.]

2. Frauds, Statute of (§ 144*)—Operation of Statute—Waiver of Statute as Bar—Admission of Parol Evidence.—Where defendant put in evidence the writing claimed to bind him to answer for another's debt, and did not rely on its insufficiency under the statute of frauds, and plaintiffs, without objection, proved by parol their agreement with defendant's agent binding defendant to answer for another's debt, the defense of the statute of frauds and of the insufficiency of the

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.